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ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

JAN 12 1998

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of

Amendment of Section 73.202(b)
Table of Allotments
FM Broadcast Stations
(Pleasanton, Bandera and Hondo, Texas)

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)
)
)
)

MM Docket No. _____
RM _____

To: Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau

PETITION FOR RULE MAKING

Reding Broadcasting Company ("Reding"), licensee of Station KBUC(FM), Pleasanton, Texas, by its counsel, hereby submits a Petition for Rule Making to substitute Channel 253C2 for Channel 252A at Pleasanton, Texas and to modify the license of Station KBUC accordingly. In order to allot Channel 253C2 to Pleasanton, two additional substitutions are required: (1) Channel 276A for Channel 252A at Bandera, Texas and (2) Channel 290A for Channel 253A at Hondo, Texas. In support hereof, Reding states as follows:

1. This petition was previously filed as a counterproposal in MM Docket No. 90-466. On January 9, 1998, the Chief, Policy and Rules Division denied the proposal in that docket. However, the Chief stated that the proposal "...could be refiled and treated in a new proceeding". Thus, the Chief has already recognized that the proposal is technically acceptable at this time.

2. According to the attached channel study and engineering statement by John R. Furr & Associates, Channel 253C2 can be allotted to Pleasanton at a site 29° 11' 00" N and 98°

No. of Copies rec'd
List A B C D E

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38' 00" W which is 28.7 kilometers northwest of Pleasanton. These coordinates are the same as those currently entered in the Commission's database and protected against conflicting applications and rule making proposals. In addition this proposal has been coordinated with Mexico and concurrence has been received. Reding hereby states that it will file an application to relocate its current transmitter site to comply with the Commission's spacing rules if this proposal is adopted and construct the facility if authorized to do so.

3. As indicated in the engineering statement, there will be a gain in area and population within the 60 dBu contour from this proposal. KBUC's current operation provides service to 1,740 square kilometers and 26,566 persons. From the new reference site, KBUC will provide service to 8,453 square kilometers and 1,232,356 persons. Thus the net gain in area is 6,713 square kilometers and in population is 1,205,790 persons.

BANDERA, TEXAS

Reding proposes to change the channel on which Station KEEP(FM), Bandera operates from Channel 252A to Channel 276A. This change in channels can be accomplished at the current transmitter site of Station KEEP. The attached channel study indicates that Channel 276A can be allotted at coordinates 29° 51' 22" N and 99° 05' 25" W and meet the Commission's spacing requirements. In addition, Channel 276A was coordinated with Mexico on June 21, 1996, as a Class AA (6 kW) allotment and concurrence was received on September 11, 1996. The licensee of Station KEEP, James G. Withers, has consented to this channel change as part of the Agreement which is attached as Exhibit 1 hereto, which was previously submitted in MM Docket No. 90-466 and which remains in effect. Reding hereby states that it will reimburse Station KEEP for the reasonable costs of the channel change in accordance with Commission policy.

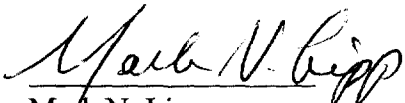
HONDO, TEXAS

As indicated in the attached channel study, Channel 290A can be substituted for Station KRBH(FM) on Channel 253A at Hondo at a site restriction 9.2 kilometers west of Hondo at coordinates 29° 21' 00" N and 99° 15' 00" W. That site will provide a 70 dBu signal to the entire community of Hondo. Channel 290A was previously coordinated with Mexico on November 11, 1996 and concurrence was received on February 11, 1997 at the site coordinates proposed herein. Channel 253A is an unbuilt facility authorized to operate at another site. However, the permittee, Five Points Broadcasting, Inc., has consented to the channel change and relocation of the authorized transmitter site by the Agreement provided in Exhibit 1. As indicated earlier, that Agreement was previously submitted in MM Docket No. 90-466 and remains in effect. Reding hereby states that it will reimburse Five Points for the reasonable costs involved in the channel and site changes.



Accordingly, Reding Broadcasting Company requests the substitution of Channel 253C2 for Channel 252A at Pleasanton, Texas with the license of Station KBUC modified accordingly and the channel substitutions at Bandera and Hondo, Texas. The public interest will be served by the large gains in area and population and the inauguration of 6 kW service to Hondo which will provide city grade service to the entire community. In a separate filing, Reding has requested expedited action on this proposal.

Respectfully Submitted,

REDING BROADCASTING COMPANY

By: 
Mark N. Lipp
Ginsburg, Feldman & Bress,
Chartered
1250 Connecticut Avenue, N.W.
Washington, D.C. 20036

and

By:  (by )
Gene A. Bechtel
Bechtel & Cole, Chartered
1901 L Street, NW
Suite 250
Washington, D.C. 20036

Its Counsel

January 12, 1998

::ODMA\PCDOCS\GFBDOCS\185528\I

STATE OF TEXAS

AGREEMENT

COUNTY OF BEXAR

This Agreement ("Agreement") is entered into this 13th day of March, 1995, by and among Five Points Broadcasting, Inc., a Texas corporation ("Five Points"), James G. Withers, of Carrollton, Texas ("Withers"), Reding Broadcasting Company, Inc., a Texas corporation ("RBC") and John W. Barger, of San Antonio, Texas ("Barger"). The parties agree as follows:

1. Five Points is the owner and licensee of Radio Station KRBH(FM), Hondo, Texas ("KRBH"), and James G. Withers is the President and sole shareholder of Five Points. James G. Withers individually is the owner and licensee of Radio Station KEEP(FM), Bandera, Texas ("KEEP"). RBC is the owner and licensee of Radio Station KBUC-FM, Pleasanton, Texas ("KBUC"). Five Points, RBC, and Withers agree to cooperate in an effort to secure from the Federal Communications Commission ("Commission" or "FCC") and other government bodies authorizations needed for KBUC to upgrade from Class A to Class C2, and Five Points, RBC and Withers each represents and warrants that it or he has the capacity and authority to enter into this Agreement and to be bound by its terms, and knows of no reason why, with such cooperation, the FCC will not grant such authorization.
2. Five Points and Withers agree that the frequency and antenna location of KRBH, and the frequency of KEEP, will be changed to accommodate the KBUC upgrade. Five Points and Withers have designated John Furr as their Technical Consultant and Gene Bechtel as their Communications Counsel for the work required to secure FCC authorizations for changing the frequencies of KRBH and KEEP and changing the antenna location of KRBH. Subject to Paragraphs 20 and 21, RBC will pay any fees or others charges rendered by John Furr and/or Gene Bechtel in regard to such work, and RBC will pay to Withers the sum of \$6,000.00 to be used for the purchase of a new frequency replacement antenna for KEEP. Any other expenses and costs incident to these changes and replacements shall be borne by Five Points and Withers.
3. Five Points and Withers shall notify the FCC of their agreement in Paragraph 2, above, and shall support the petitions, applications and other filings with the FCC and other government bodies by RBC to secure the KBUC upgrade. RBC shall not petition for further reconsideration or review, shall not appeal, and shall allow to become final the FCC's Memorandum Opinion and Order in Big Pine Broadcasting, Inc., FCC 95-38, released February 13, 1995, denying RBC's application for review filed September 23, 1993, of the FCC's action granting applications for assignment of KEEP and KRBH (and a companion Hondo, Texas, AM) broadcast authorizations to Withers and Five Points, respectively.
4. Upon entering into this Agreement, RBC is paying to Five Points or Withers (as directed by them) the sum of \$11,750.00, receipt of which is acknowledged.

John W. Barger
Gene Bechtel



5. Commencing April 1, 1995, and concluding with the date of the issuance by "Final Orders" (no longer subject to appeal or reconsideration) of all FCC authorizations needed for construction of the KBUC upgrade upon terms and conditions which RBC and Barger, in their sole discretion, do not reject, RBC shall pay to Five Points or Withers (as directed by them) the sum of \$1,750.00 per month for a minimum of 11 months and not to exceed 22 months.

6. Upon the issuance by "Final Orders" of all FCC authorizations needed for construction of the KBUC upgrade upon terms and conditions which RBC and Barger in their sole discretion do not reject, RBC shall pay to Five Points or Withers (as directed by them) the sum of \$229,000.00 by corporate note payable in 120 equal monthly payments of \$2,778.40, with interest on the unpaid balance calculated at 8.0% per annum. At any time, this obligation may be discharged without penalty by payment in full of the remaining principal. The corporate note shall be secured in a separate security agreement by a second lien position in the KBUC assets which may be pledged under the rules and regulations of the FCC, fully subordinate to no more than an aggregate total of \$750,000.00 in security obligations existing or thereafter created in the financing and/or re-financing of existing and after-acquired KBUC assets and provision of working capital for KBUC.

7. This Agreement may not be assigned by Five Points or Withers without the consent of RBC and Barger, provided that if the proposed assignee shall agree to abide by the provisions of this Agreement, the consent of RBC and Barger may not be unreasonably withheld. However, Withers shall have the unconditional right to assign this Agreement to a corporation or partnership so long as majority control of such corporation or partnership remains with Withers (or upon Withers's death or incapacity, with his heirs, trustees, or beneficiaries), but only if the proposed assignee or successor shall agree to abide by the provisions of this Agreement.

8. In the event of assignment or transfer control of KRBH and/or KEEP, the assignee or transferee shall be bound by the terms of this Agreement, and subsequent assignees and transferee of KRBH and KEEP shall also be bound by the terms of this Agreement. In any assignment or transfer of control of the station authorizations of KRBH and/or KEEP, Five Points and Withers shall by contract require the assignee or transferee to agree (a) to the terms of this Agreement and (b) to require similar agreements in all future contracts for assignment or transfer of the stations throughout the term of this Agreement.

9. In the event of breach of the provisions of Paragraph 8, in addition to other remedies for the breach, RBC, with the concurrence of Barger, or Barger individually (so long as

they are not in breach of this Agreement) shall have the assignable right of first refusal to match the terms and provisions of the contract for assignment or transfer and acquire the station or stations involved in the breach.

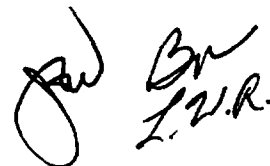
10. In the event of the death or incapacity of Withers and should his heirs or assigns determine to sell one or both of the stations, RBC, with the concurrence of Barger, or Barger individually shall have the assignable right of first refusal to match the terms and provisions of the contract and acquire the station or stations involved.

11. In the event of financial receivership, bankruptcy or similar proceeding, to the extent Five Points and Withers can lawfully do so, they grant to RBC, with the concurrence of Barger, or Barger individually an assignable option to acquire the station or stations involved in the proceeding for the sum of \$10.00 and assumption of the liabilities then due and owing relative to such station or stations.

12. The rights of RBC and Barger under Paragraphs 9, 10 and 11 shall not be assignable except to a successor-holder of the FCC license for KBUC that assumes and abides by all the provisions of this Agreement. Failure by RBC and/or Barger to exercise any of the rights of first refusal or to acquire in Paragraphs 9, 10, and/or 11, shall not be deemed a waiver by RBC and/or Barger of the obligations placed upon the licensees or subsequent-licensees of KEEP and KRBH by this Agreement.

13. Withers and Five Points warrant and represent there presently exists no agreement or security or other right which impairs the rights of RBC and Barger under this Agreement. Withers and Five Points agree that during the term of this Agreement no creditor or successor licensee of KEEP or KRBH shall be granted any security or other right that would impair the rights of RBC and Barger under this Agreement. Withers and Five Points agree to make available upon request of RBC or Barger a complete listing of all secured debt of KEEP and KRBH as well as copies of the debt documents. The creation of a purchase-money security interest in favor of any vendor of equipment to KEEP and/or KRBH, or the lease of any equipment for either station, shall not be deemed a breach of this Paragraph 13, so long as the security pledged is limited to the equipment so obtained and no agreement or security or other right is created which impairs the rights of RBC and Barger under this Agreement.

14. Barger shall personally guarantee the obligation of RBC to make the first 11 monthly payments under Paragraph 5. This is a guarantee of payment, not collection, and may be enforced without first pursuing collection efforts against RBC.


J.W. Bn
L.W.R.

15. RBC with the concurrence of Barger or Barger individually shall have the right to terminate this Agreement if, in their or his sole discretion, they or he determines that a proposed upgrade for KBUC satisfactory to them or him will not be secured within a reasonable period of time. Upon such termination, the rights and obligations of the parties under this Agreement shall terminate except for the obligation of RBC to make the first 11 monthly \$1,750.00 payments under Paragraph 5, above, and Barger's guarantee of the payment of same. Each amount paid to Withers and/or Five Points (as directed by them) prior to the termination of this Agreement by either RBC or Barger shall be non-refundable so long as neither Withers nor Five Points is in breach of the terms of this Agreement at the time of receipt of such payment.

16. Unless terminated under Paragraphs 15 or 19 hereof, or by mutual agreement, this Agreement shall terminate February 1, 1997, provided however that in the event the FCC does not issue by "Final Orders" the necessary authorizations referred to in Paragraph 6, above, by February 1, 1997, RBC or Barger may extend this Agreement on a month-to-month basis by the payment of \$700.00 monthly on or before February 1, 1997 and on or before the first of each succeeding month to Five Points or Withers (as directed by them). The final extension available to RBC or Barger is for the month of January, 2005, and none thereafter.

17. If RBC sells or transfers majority control of KBUC at any time after the upgrade has been approved by the FCC by "Final Orders," RBC shall pay to Five Points or Withers (as directed by them) the entire unpaid amount required in Paragraph 6, above, at the closing of such transaction. The amount to be paid shall be calculated in accordance with the provisions of Paragraph 6, above. The requirements of this Paragraph 17, shall not apply in the event more than 50% of the beneficial ownership of any successor-licensee of KBUC is held by Reding, Barger, Gene Bechtel of Washington, DC., and/or John Furr, of San Antonio, Texas, their heirs, business entities or trusts in which one or more of them or their heirs have a beneficial ownership or interest, or in the case of Gene Bechtel, partners in his professional firm.

18. Five Points and Withers shall timely file and vigorously prosecute all required applications for extension of time to complete construction of KRBH, and RBC and/or Barger will support such applications.

19. Five Points and Withers shall have the unilateral right to terminate, and shall then be released from their obligations under, this Agreement at any time that (a) RBC and/or Barger fail to fulfill their obligations under Paragraphs 4 and 5 of this Agreement, or (b) the FCC rules that Five Points may no longer postpone construction of KRBH pending a decision on petitions and applications to upgrade KBUC. In the event of termination

Handwritten signatures and initials:
A [Signature] [Signature]
[Signature] [Signature]

by Five Points or Withers under this Paragraph 19, they may retain any payments received from RBC and/or Barger to the date of termination, but RBC and Barger shall be released from any further payment or other obligations under this Agreement, provided, however, that neither RBC, Barger nor any of their principals shall participate in, or encourage any party to make, any filing with the FCC or any other governmental body opposing the construction and operation of KRBH. In the event of such termination, RBC and/or Barger shall not oppose construction or operation of KRBH, however, they may continue to urge the FCC to require KRBH and KEEP to change frequency and/or to change transmitter location to accommodate an upgrade of KBUC, which Five Points and Withers (and successor-licensees of KRBH and KEEP, if any) shall support and in no case shall oppose.

20. Only in the event the FCC rules that Five Points may no longer postpone construction of KRBH pending a decision on petitions and applications to upgrade KBUC may Five Points construct KRBH, and thereafter should the upgrade for KBUC be authorized by "Final Orders" of the FCC requiring a modification of the actual facilities of KRBH in place, then Five Points shall be entitled to receive reimbursement from RBC of reasonable expenses involved in the modification of the KRBH facilities. The reimbursement shall be limited to only the cost of moving the equipment, transmission lines, studio-transmitter-link, and broadcast antenna, the cost of construction of a transmitter housing facility to accommodate only the KRBH equipment, like-kind (used-for-used) replacement of the broadcast antenna if necessary, crystal replacement and re-tuning the transmitter if necessary, but not the acquisition of realty nor the differential in or duplication of ground or tower rental. Any additional reimbursement which otherwise might have been permitted or required under FCC rules and policies in effect at the time of the modification shall be deemed to have been satisfied by a portion of the sums already paid to Five Points and/or Withers (as directed by Five Points and Withers) under the terms of this Agreement. The total amount of such reimbursement (as required by this Paragraph 20) shall be deducted from principal of the \$229,000.00 note in Paragraph 6, and the monthly payments on the note shall be reduced to the amount required to amortize the note over 120 consecutive monthly payments at 8.0% per annum interest.

21. Only under the circumstances above in Paragraph 20, shall RBC be liable for reimbursement to the then-licensee of KRBH for expenses incurred in modification of the KRBH facilities to accommodate the upgrade of KBUC. Otherwise, a portion of the sums paid by RBC to Five Points and/or Withers (as directed by Five Points and Withers) shall be deemed to be advance reimbursement for all reasonable expenses permitted or required under FCC rules and policies in effect at the time of the modification for the modification of the KRBH facilities.

[Handwritten signatures]
JW BW
L.W.B.

22. The obligations of Five Points, Withers, and RBC are unique and essential rights of Five Points, Withers, RBC and/or Barger which are not adequately remedied by monetary damages. Accordingly, the parties agree that specific performance of such obligations in this Agreement may be obtained by Five Points, Withers, RBC and/or Barger in a court of competent jurisdiction in addition to other remedies at law, if so desired by the petitioning party.

23. Notices regarding this Agreement shall be sent or delivered by receipted mail, receipted Federal Express, or courier to the addresses furnished by the parties to each other for that purpose. Until changed, those addresses are as follows: Five Points and Withers: 1300 Edgewood Court, Carrollton, Texas 75007; RBC: c/o L. W. Reding, 215 North Main Street, Pleasanton, Texas 78064; RBC: 215 North Main Street, Pleasanton, Texas, 78064; and, Barger: Suite 330, 7800 NW, Interstate 10, San Antonio, Texas 78230; with copies of notices to Five Points or Withers sent to Peter Tannenwald, Suite 400, 1320 - 18th Street, N.W., Washington, D.C. 20036; and with copies of notices to RBC or Barger sent to Gene A. Bechtel, Suite 250, 1901 L Street, N.W., Washington, D.C. 20036.

24. This Agreement: represents the entire agreement among the parties with respect to the subject matter hereof; may be amended only in writing signed by the parties affected by the amendment; shall be binding upon the heirs, successors and assigns of the parties; may be signed in counterpart; and, to the extent not governed by Federal law, shall be construed under the laws of the State of Texas applicable to transactions conducted entirely within the State, and venue for any State action shall be in a court of competent jurisdiction in Bexar County, Texas.

Agreed to and accepted this 13th day of March, 1995.

Five Points Broadcasting, Inc.

By: 

James G. Withers, President


James G. Withers, Individually

Reding Broadcasting Company, Inc.

By: 

L. W. Reding, President


John W. Barger, Individually

ALLOCATION STATEMENT

This allocation statement is prepared on behalf of Reding Broadcasting Company who is the licensee of KBUC-FM in Pleasanton, Texas ("KBUC").

The Petition for Rulemaking requested an amendment of the Table of FM Channel Allotments, Section 73.202(b) of the FCC Rules to provide an upgrade for KBUC from Channel 252A to Channel 253C2. This statement discusses the basic facts and updated technical factors involved in the above change. The reference coordinates for this proposal are:

Latitude 29°11'00" North, Longitude 98°38'00" West

This site is located 28.7 kilometers north-west of the reference coordinates of Pleasanton, Texas. From this site the entire city of Pleasanton, Texas will be served with the 70 dBμ contour as required by §73.315 (a) and (b), demonstrated in Exhibit A. The allocation Exhibit B shows Class C2 operation from this site will comply with all separation requirements as set forth in §73.207 of the FCC Rules, except as relates to the following:

KRBH	253A	Hondo, TX	BPH-930920JC
KEEP	252A	Bandera, TX	BLH-910620KD

This KBUC proposed new channel has been coordinated with Mexico as Class C1.

HONDO, TEXAS 253A

KBUC proposed a change to delete Channel 253A and substitute Channel 290A. The reference coordinates for Hondo Channel 290A are:

Latitude 29°21'00" North, Longitude 99°15'00" West.

This site is located 9.2 kilometers west of the reference coordinates of Hondo, Texas. From this site the entire city of Hondo, Texas will be served with the 70 dBμ contour as required by §73.315 (a) and (b), as demonstrated in Exhibit C. The allocation Exhibit D shows Class A operation from this site will comply with all separation requirements as set forth in §73.207 and the US/Mexico agreement of 1992. This site, channel and class has been coordinated with Mexico.

BANDERA, TEXAS 252A

KBUC proposes a change to delete Channel 252A and add Channel 276A for Bandera. The reference coordinates for Bandera Channel 276A are:

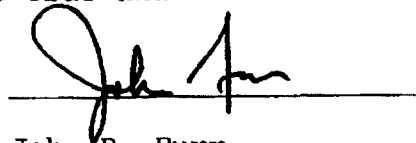
Latitude 29°51'22" North, Longitude 99°05'25" West.

This is the licensed coordinates of KEEP-FM which serves the city of Bandera with the 70 dBμ contour. The allocation Exhibit D shows Class A operation from this site will comply with all separation requirements as set forth in §73.207.

The current operation of KBUC is serving 26,566 persons in 1,740 square kilometers. The proposed new allotment will serve 1,232,356 persons in 8,453 square kilometers, and therefore in the public interest. This proposal is within the guidelines of Docket 85-247 which limits the number of channel substitutions to two.

I, John R. Furr, I am a Communications Consultant, and represent Reding Broadcasting Company. My qualifications are a matter of record with the Federal Communications Commission, and all statements made herein are true and correct to the best of my knowledge and belief.

January 12, 1998



John R. Furr
210-828-4555

8620 North New Braunfels, Suite 305
San Antonio, Texas 78217

01-09-1998

John Furr & Associates Inc.

PAGE 1

FM Study for: KBUC
 Location: PLEASANTON, TX
 Call City, State
 Status Proponent

FCC Database Date: 1/98
 Channel Class: C2
 Chan Class Freq kW Latitude Dist.
 File Number HAAT Longitude Azm. Clear (km)

 >>>>>> Study For Channel 253 98.5 MHz <<<<<<<<

KBUC PLEASANTON, TX 253 C2 98.5 29-11-00 0.0 190
 ADD REDING BROADCASTING Docket-90-466 0 98-38-00 0.0 -190.0 SHORT
 Proposed as Class C to Mexico 960621-Accepted by Mexico 960911
 Petition For Reconsideration

KRBH HONDO, TX 253 A 98.5 3.00 29-15-11 48.4 166
 CP FIVE POINTS BROADCAST BPH-930920JC 83 99-07-29 279.3 -117.6 SHORT
 Use of 73.215 for short spacing requires: 143 -94.6 SHORT

KRBH HONDO, TX 253 A 98.5 29-15-11 48.4 166
 DEL FIVE POINTS BROADCAST Docket-90-466 0 99-07-29 279.3 -117.6 SHORT
 Use of 73.215 for short spacing requires: 143 -94.6 SHORT
 Petition For Recon

ALLOC PLEASANTON, TX 252 A 98.3 29-00-01 22.6 106
 DEL REDING BROADCASTING Docket-90-466 0 98-31-49 153.7 -83.4 SHORT
 Use of 73.215 for short spacing requires: 89 -66.4 SHORT
 Petition For Recon

KBUC PLEASANTON, TX 252 A 98.3 3.00 29-00-01 22.6 106
 LIC ATASCOSA BROADCASTING BLH-7254 91 98-31-49 153.7 -83.4 SHORT
 Use of 73.215 for short spacing requires: 89 -66.4 SHORT

KEEP BANDERA, TX 252 A 98.3 1.65 29-51-22 86.7 106
 LIC JAMES G. WITHERS BLH-910620KD 131 99-05-25 329.4 -19.3 SHORT
 Use of 73.215 for short spacing requires: 89 -2.3 SHORT
 Proposed to Mexico as B on 910620-Accepted by Mexico 920228

ALLOC BANDERA, TX 252 A 98.3 29-51-22 86.7 106
 DEL REDING BROADCASTING Docket-90-466 0 99-05-25 329.4 -19.3 SHORT
 Use of 73.215 for short spacing requires: 89 -2.3 SHORT
 Petition For Recon

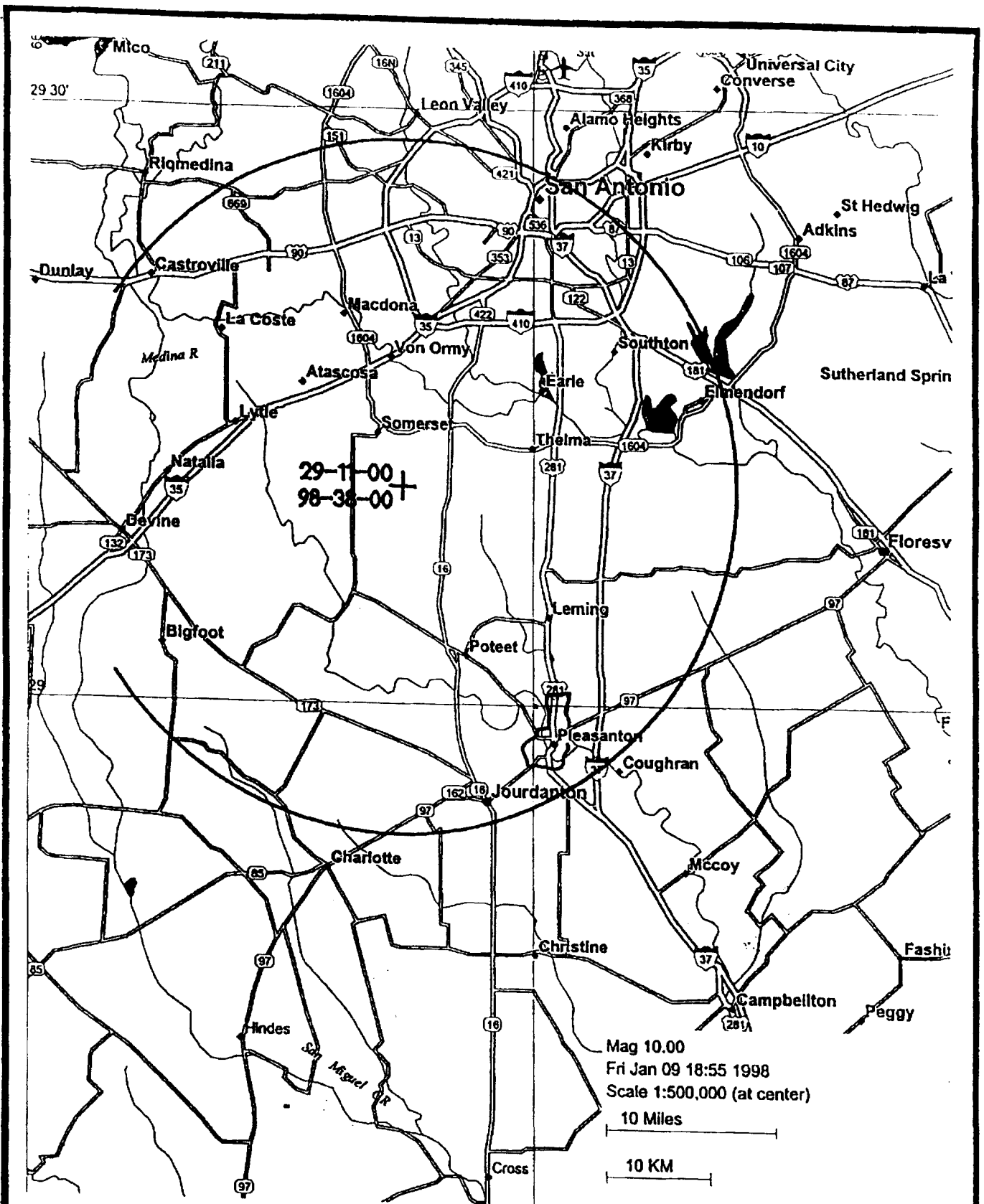
KTXNFM VICTORIA, TX 254 C1 98.7 100. 28-48-46 158.48 158
 LIC COSMOPOLITAN ENTERPRI BLH-850402KR 77 97-03-45 104.6 +0.48 CLOSE

NEW DILLEY, TX 255 C2 98.9 50.0 28-44-51 70.1 58
 CP DILLEY BROADCASTERS BPH-930208MD 82 99-09-15 226.5 +12.1 CLOSE

JF&A
 COMMUNICATIONS
 CONSULTANTS

KBUC ALLOCATION

KBUC
 PLEASANTON, TX
 EXHIBIT A



JF&A
COMMUNICATIONS
CONSULTANTS

KBUC 70 DBU

KBUC
PLEASANTON, TX
EXHIBIT B

01-09-1998

John Furr & Associates Inc.

PAGE 1

FM Study for: KRBH
 Location: HONDO, TX
 Call City, State
 Status Proponent

FCC Database Date: 1/98 29-21-00
 Channel Class: A 99-15-00
 Chan Class Freq kW Latitude Dist. Required
 File Number HAAT Longitude Azm. Clear (km)

 >>>>>>> Study For Channel 290 105.9 mHz <<<<<<<<<

KRBH HONDO, TX 290 A 105.9 29-21-00 0.0 115
 ADD FIVE POINTS BROADCAST Docket-90-466 0 99-15-00 0.0 -115.0 SHORT
 Proposed as Class B1 to Mexico 960621-Restricted allotment capable of
 operating at maximum parameters-Objected to by Mexico 961111-Accepted as
 Class AA by Mexico 970211
 PRM-Site Restricted 10.4km West

KSMG SEGUIN, TX 287 C 105.3 95. 29-16-29 96.11 95
 LIC KISS RADIO OF SAN ANT BLH-850314LP 381 98-15-52 94.7 +1.11 CLOSE

NEW ROUND ROCK, TX 290 C2 105.9 50.0 30-22-55 170.7 166
 APP ELINOR LEWIS STEPHENS BPH-880714ML 150 97-56-17 47.6 +4.7 CLOSE

ALLOC KERRVILLE, TX 291 A 106.1 30-02-48 78.0 72
 ADD THE STRONGHOLD FOUNDA RM-9200 0 99-08-24 7.8 +6.0 CLOSE
 Mexican Concurrence Required

NEW ROUND ROCK, TX 290 C2 105.9 25.0 30-29-17 182.1 166 73.215
 APP AUGUST COMMUNICATIONS BPH-880714MN 199 97-53-22 45.8 +16.1 CLEAR
 Amended 900119-Application for Review Dismissed by Commission 950316

NEW ROUND ROCK, TX 290 C2 105.9 36. 30-29-17 182.1 166
 APP GRASS ROOTS RADIO, IN BPH-880714NJ 174 97-53-22 45.8 +16.1 CLEAR

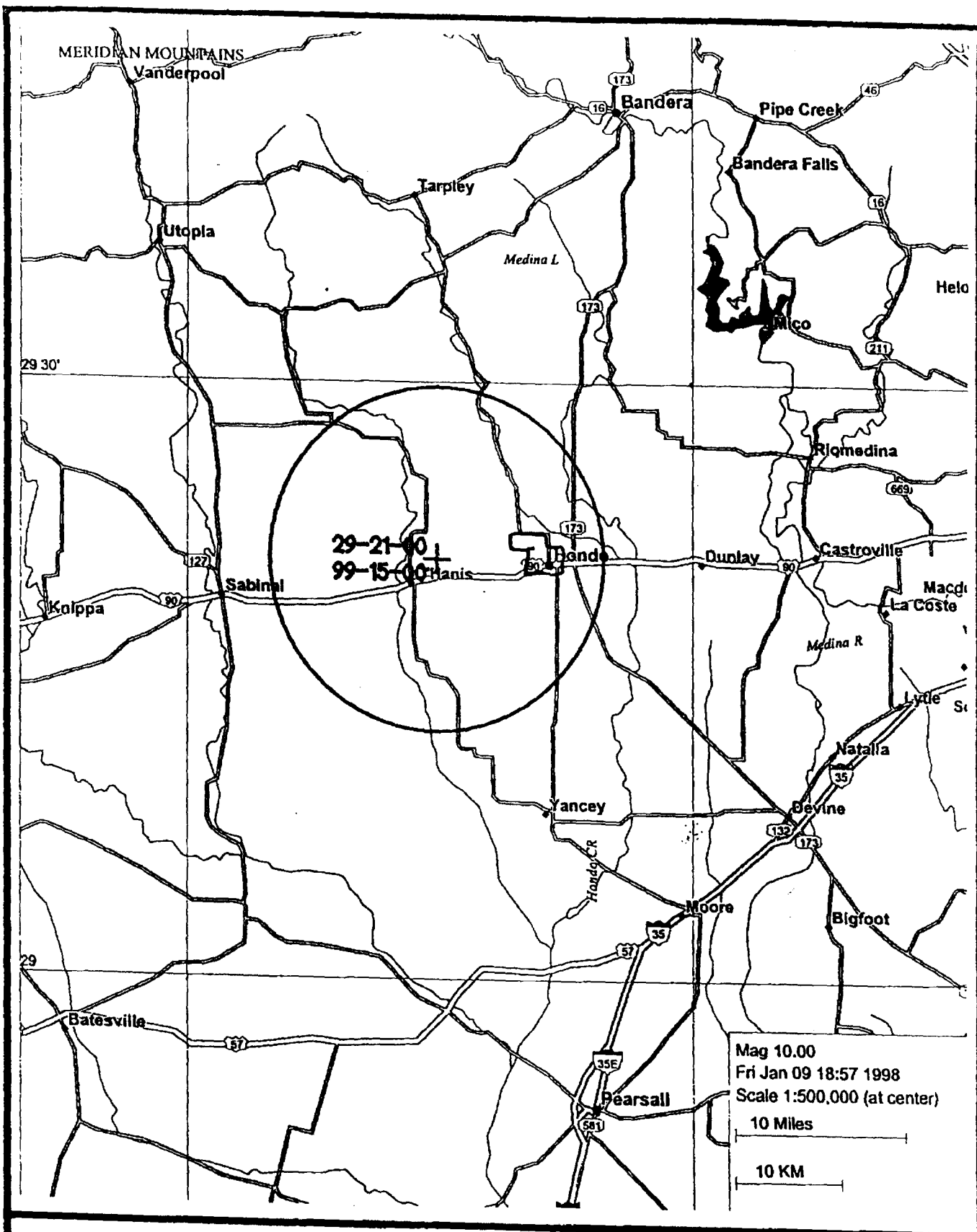
ALLOC SABINAS, CI 290 C 105.9 27-50-34 248.0 226
 - 0 101-07-23 228.1 +22.0 CLEAR

ALLOC ROUND ROCK, TX 290 C2 105.9 30-34-05 190.9 166
 VAC Docket-86-442 0 97-51-09 44.6 +24.9 CLEAR
 SITE RESTRICTED 17.9 KM WEST-EFFECTIVE 6-13-88

JF&A
 COMMUNICATIONS
 CONSULTANTS

KRBH ALLOCATION

KBUC
 PLEASANTON, TX
 EXHIBIT C



JF&A
COMMUNICATIONS
CONSULTANTS

KRBH 70 DBU

KBUC
PLEASANTON, TX
EXHIBIT D

01-09-1998

John Furr & Associates Inc.

PAGE 1

FM Study for: KEEP
 Location: BANDERA, TX
 Call City, State
 Status Proponent

FCC Database Date: 1/98
 Channel Class: A
 Chan Class Freq kW Latitude Dist. Required
 File Number HAAT Longitude Azm. Clear (km)

>>>>>>> Study For Channel 276 103.1 mHz <<<<<<<<

ALLOC BANDERA, TX 276 A 103.1 29-51-22 0.0 115
 ADD REDING BROADCASTING Docket-90-466 0 99-05-25 0.0 -115.0 SHORT
 Proposed as Class AA to Mexico 960621-Accepted by Mexico 960911
 Petition For Reconsideration

NEW KARNES CITY, TX 276 C2 103.1 50.0 28-53-18 165.93 166
 APP KARNES BROADCASTING, BPH-960111AX 122 97-47-11 130.0 -0.07 CLOSE

ALLOC KARNES CITY, TX 276 C2 103.1 28-55-37 166.80 166
 VAC Docket-91-56 0 97-44-19 127.8 +0.80 CLOSE
 Proposed as Class B to Mexico 960621-Accepted by Mexico 961111
 Site Restricted 16.6km East-Effective 12-1-95

ALLOC KARNES CITY, TX 276 C2 103.1 28-55-37 166.80 166
 ADD REDING BROADCASTING Docket-90-466 0 97-44-19 127.8 +0.80 CLOSE
 Petition For Reconsideration

KTFM SAN ANTONIO, TX 274 C1 102.7 100. 29-25-09 76.03 75
 LIC WATERMAN BROADCASTING BLH-801009AC 204 98-29-06 129.4 +1.03 CLOSE

NEW KARNES CITY, TX 276 C2 103.1 50. 28-56-31 168.7 166
 APP JOHN C. CARSEY DBA SO BPH-960111MX 150 97-42-02 126.6 +2.7 CLOSE

NEW KARNES CITY, TX 276 C2 103.1 50.0 28-54-12 173.9 166
 APP HUMBERTO LOPEZ D/B/A BPH-960111AS 150 97-40-01 127.0 +7.9 CLOSE

ALLOC CIUDAD ACUNA, CI 276 B 103.1 29-19-33 187.4 178
 - 0 100-55-51 252.2 +9.4 CLOSE

KITE KERRVILLE, TX 222 C2 92.3 44.0 30-07-04 30.7 15
 LIC MEDIA PROPERTIES, LTD BLH-940603KD 123 99-11-40 340.9 +15.7 CLEAR

KEYIFM SAN MARCOS, TX 278 C 103.5 96. 30-02-42 118.6 95
 LIC CLEAR CHANNEL RADIO L BLH-880113KA 383 97-52-50 79.5 +23.6 CLEAR

KOOV COPPERAS COVE, TX 276 C3 103.1 8.6+ 31-05-05 174.6 142 73.215
 LIC CENTROPLEX COMMUNICAT BLH-931229KC 170 97-57-07 38.5 +32.6 CLEAR

JF&A
 COMMUNICATIONS
 CONSULTANTS

KEEP ALLOCATION

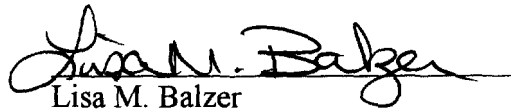
KBUC
 PLEASANTON, TX
 EXHIBIT E

Certificate of Service

I, Lisa Marie Balzer, a secretary at the law firm of Ginsburg, Feldman and Bress, Chartered, do hereby certify that on this 12th day of January, 1998 a copy of the foregoing Petition for Rule Making was mailed, first class postage prepaid to:

* Mr. John Karousos
Chief, Allocations Branch
Federal Communications Commission
Mass Media Bureau
2000 M Street, NW
Room 554
Washington, DC 20554

Peter Tannenwald
Irwin Campbell & Tannenwald, P.C.
1730 Rhode Island Avenue, NW
Suite 200
Washington, DC 20036-3101
(Counsel to Five Points Broadcasting, Inc. and
James G. Withers)


Lisa M. Balzer

* HAND DELIVERED